

# **EXHIBIT B**

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10 **UNITED STATES DISTRICT COURT**

11 **DISTRICT OF NEVADA**

12 ALLEN M. MILLER,

13 Case No.: 3:17-cv-00408-MMD-WCG

14 Plaintiff,

15 v.

16 **C.H. ROBINSON'S RESPONSES TO**  
17 **FIRST SET OF INTERROGATORIES**  
18 **FROM PLAINTIFF**

19 C.H. ROBINSON WORLDWIDE, INC.,  
20 RONEL R. SINGH, RHEAS TRANS,  
21 INC., and KUWAR SINGH D/B/A RT  
22 SERVICE,

23 Defendants.

24 Defendant C.H. ROBINSON WORLDWIDE, INC. ("Robinson"), by and through  
25 its attorneys, hereby responds to Plaintiff's First Set of Interrogatories as follows:

26 **INTRODUCTION**

27 These responses are made solely for the purpose of this action. The responses,  
28 including any production of documents are subject to the Terms and Conditions of any  
Protective Order(s) that has been or may be entered in this action.

29 Robinson has not yet completed its investigation of the facts relating to this  
30 action and has not yet completed its preparation for trial. These responses are thus  
31 given without prejudice to Robinson's right to produce subsequently discovered  
32 material, and Robinson specifically reserves the right to supplement its responses in  
33 accordance with the Federal Rules of Civil Procedure and Local Rules of Court.

34 By these responses, (and production where applicable), Robinson does not

1 Defendant only utilizes the services of independently contracted motor carriers  
2 approved by the FMCSA.

3 **INTERROGATORY NO. 4:** Describe your relationship with Defendants Ronel R.  
4 Singh, Rheas Trans, Inc. and Kuwar Singh d/b/a RT Service ("RT Service"), Pride  
5 Industries ("Pride"), Lotus Foods ("Lotus") and Costco Wholesale Corp. ("Costco"), prior  
6 to the collision forming the basis of this lawsuit, including the extent, how often, when,  
7 where, and under what circumstances that you had previously worked with any of these  
8 individuals or entities.

9  
10 **RESPONSE TO INTERROGATORY NO. 4:**

11 Objection: Defendant objects to this Interrogatory because it is overly broad,  
12 unduly burdensome, and/or inquiries into matters that go beyond what is relevant to  
13 Plaintiff's claims or Defendant's defenses and is simply too remote to any matter  
14 involved in this case. See FRCP 26(b)(1)-(2).

15 Without waiving objection: Defendant does not have any relationship to, nor has  
16 Defendant Robinson ever contracted with, Defendant Ronel R. Singh. Defendant,  
17 Robinson previously contracted with Defendant Rheas Trans, Inc. as an independent  
18 contractor in 2013, but ceased using Rheas Trans, Inc. and they were removed as a  
19 carrier for Defendant Robinson in 2017 due to inactivity. As to Defendant RT Service,  
20 RT Service is an independent contractor that Defendant Robinson has contracted with  
21 pursuant to the Motor Contract Carrier Services. Defendant Robinson has brokered the  
22 motor carrier services of RT Service 421 times prior to the subject accident.

23  
24 **INTERROGATORY NO. 5:** Describe any communications you have had with any  
25 of the Defendants, Pride, Lotus or Costco regarding the shipment in question.

26  
27 **RESPONSE TO INTERROGATORY NO. 5:**

28 Objection: Defendant objects to this Interrogatory because it is overly broad,